

***EXHIBIT "A"***



## *Uninsured Motorists*

(for bodily injury and property damage caused by uninsured and underinsured motorists)

### **ADDITIONAL DEFINITIONS APPLICABLE TO THIS COVERAGE**

"UNINSURED MOTOR VEHICLE" — See definition in COVERAGE AGREEMENT section.

"PROPERTY DAMAGE" — See definition in COVERAGE AGREEMENT section.

## *Coverage Agreement*

### **YOU AND A RELATIVE**

We will pay damages, including derivative claims, which are due by law to you or a relative from the owner or driver of an uninsured motor vehicle because of bodily injury suffered by you or a relative, and because of property damage. Damages must result from an accident arising out of the:

1. ownership;
2. maintenance; or
3. use;

of the uninsured motor vehicle.

### **OTHER PERSONS**

We will also pay damages, including derivative claims, which are due by law to other persons who:

1. are not a named insured or an insured household member for Uninsured Motorists coverage under another policy; and
2. suffer bodily injury while occupying:
  - a) your auto.
  - b) a motor vehicle you do not own, while it is used in place of your auto for a short time. Your auto must be out of use because of:
    - (1) breakdown;
    - (2) repair;
    - (3) servicing;
    - (4) loss; or
    - (5) destruction.
  - c) a four-wheel motor vehicle newly acquired by you to which the Auto Liability coverage of this policy applies. The coverage applies only during the first 30 days you own the vehicle, unless it replaces your auto.
  - d) any other motor vehicle while it is being operated by you or a relative. This extension applies only in policies issued to persons (not organizations). However, the vehicle must not be:
    - (1) owned by you or a relative; or
    - (2) furnished to you or a relative for regular use.

### **PROPERTY COVERED**

Coverage for property damage applies to the following property:

1. your auto, including its loss of use.

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2. your auto's contents which are owned by you or a relative.
3. your auto's contents which are owned by any other person. However, such contents are covered only while their owner is occupying your auto.
4. property you or a relative own while it is contained in any of the following:
  - a) a motor vehicle you do not own, while it is used in place of your auto for a short time. Your auto must be out of use because of:
    - (1) breakdown;
    - (2) repair;
    - (3) servicing;
    - (4) loss; or
    - (5) destruction.
  - b) any other motor vehicle while it is being operated by you or a relative. However, the vehicle must not be:
    - (1) owned by you or a relative; or
    - (2) furnished to you or a relative for regular use.

**RECOVERY**

1. Before recovery, we and the insured must agree on two points:
  - a) whether there is a legal right to recover damages from the owner or driver of an uninsured motor vehicle; and if so,
  - b) the amount of such damages.

If agreement can't be reached, the matter may go to arbitration. Refer to the GENERAL POLICY CONDITIONS for arbitration provisions.
2. Questions between the injured party and us regarding such person's entitlement to Uninsured Motorists coverage, or the limits of such coverage, are not subject to arbitration and shall be decided by a court of law.
3. Any judgment against the uninsured (including underinsured) will be binding on us only if it has our written consent.

**DEFINITIONS**

For purposes of this coverage only:

1. An uninsured motor vehicle is:
  - a) one for which there is no auto liability bond, insurance or other security in effect, applicable to the vehicle owner, operator, or any other liable person or organization, at the time of the accident.
  - b) one which is underinsured. This is a motor vehicle for which bodily injury liability coverage or other security or bonds are in effect; however, their total amount is less than the limits of this coverage. See the Declarations for those limits.
  - c) one for which the insuring company denies coverage or becomes insolvent.
  - d) a "hit-and-run" motor vehicle which causes bodily injury to an insured or property damage to property of the insured. Bodily injury or property damage must be caused by physical contact of the "hit-and-run" motor vehicle with the insured or with an insured motor vehicle, or by a non-contact vehicle.

The driver and the owner of the "hit-and-run" vehicle must be unknown. The insured must report the accident to the police or proper governmental authority. We must be notified within 30 days, or as soon as practicable, that the insured or his legal representative has a legal action for damages arising out of the accident. This notification must include facts supporting the action. If we request, any motor vehicle the insured was occupying at the time of accident must be made available for our inspection.